

**UNITED STATES BANKRUPTCY COURT  
FOR THE MAIN DISTRICT OF NEW JERSEY**

In re:

***ALEXANDER J FIGLIOLIA,***

Debtor(s).

Chapter 7

Case No. 17-20755

**NOTICE OF FIRST HOME LOAN PAYMENT POSTPONEMENT**

Please take notice that on April 24, 2020, upon request of the Debtor(s), THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K agreed to postpone the monthly payment amount for the home loan ending in 2013 secured by property at 105 MIDDLETOWN RD HOLMDEL, NJ 07733 (the "Home Loan") for three (3) months (the "First Postponement Period"). The First Postponement Period starts with April 1, 2020 and will continue until June 30, 2020. The postponed payment amounts may be added to the end of the term of the Home Loan and are not being waived or forgiven. Additionally, interest will, to the extent permitted by law (including any confirmed bankruptcy plan), continue to accrue during this time period. At the end of the First Postponement Period, the regular payment schedule provided for under the Home Loan (or if applicable the Debtor(s) confirmed bankruptcy plan) will resume without further notice, and the First Postponement Period will terminate absent: (1) the Debtor(s) submission of a second payment postponement request through (i) [bankofamerica.com/coronavirus](https://bankofamerica.com/coronavirus), (ii) Bank of America's virtual assistant, Erica®, or (iii) Bank of America's mobile banking app; and (2) THE BANK OF NEW YORK MELLON FKA THE

BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K 's subsequent agreement to the second payment postponement request.

If a second payment postponement request is not submitted, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K will reach out to Debtor(s) at the end of the First Postponement Period, to work out repayment options based on the Debtor(s)' circumstances, including the potential option to add the postponed payments to the end of Debtor(s) loan.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K will also work on this repayment plan, as required, with the third party that currently owns or insures the Debtor(s)' loan.

Alternatively, if a second payment postponement request is submitted by Debtor(s), and agreed to by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K , it is anticipated that Debtor(s) will be advised as how a request to be evaluated for available options,

including long-term assistance options, can be made at termination of the second payment postponement period.

To the extent a payment is made on the Home Loan during the First Postponement Period, the funds will be used to reduce the principal balance on the Home Loan, but will not extend the First Postponement Period, and the acceptance of such funds by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K should not be construed as a waiver of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K 's rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law. THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K expects that, to the extent necessary, the Debtor(s) will also promptly take any required actions with the Court to effectuate the terms of the payment postponement described in this Notice.

Please take further notice that if the Debtor(s) pays property taxes and insurance on their own under the terms of the Home Loan, the Debtor should continue to pay those obligations when they come due or as otherwise required by any applicable bankruptcy plan. If

the amounts are not paid, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K may, in order to insure that its collateral is adequately protected, and subject to any applicable bankruptcy plan, pay those obligations on the Debtor(s)' behalf and establish an escrow account for payments going forward. If this occurs, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K will notify the Debtor(s) of the change and file a payment change notice with this Court as required.

If the Debtor(s) pays property taxes and insurance obligations through an escrow account established under the terms of the Home Loan, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K will continue to pay those obligations when they come due during the First Postponement Period. Any shortage that may occur as a result of the payment postponement will be captured in the next annual analysis. Debtor(s) may continue to make deposits to the escrow account during the First Postponement Period to prevent a subsequent escrow shortage, but the Debtor(s) is not obligated to do so.

Finally, please note that during the First Postponement Period the Debtor(s) monthly Home Loan statements may reflect the payment amounts postponed as past due

balances. To the extent that occurs, the Debtor(s) should disregard that portion of the Home Loan statement.

**Nothing under this Notice should be construed as a waiver of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE ON BEHALF OF THE NOTEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K's rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law.**

/s/ Danette Murrell Date: 05/06/2020

Danette Murrell

Assistant Vice President

Bank of America, N. A.